

<i>SERFF Tracking Number:</i>	<i>MCHX-G127374307</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Fidelity & Guaranty Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49586</i>
<i>Company Tracking Number:</i>	<i>API-1018(06-11)</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>API-1018(06-11) Indiv Flexible Premium Deferred An</i>		
<i>Project Name/Number:</i>	<i>API-1018(06-11) Indiv Flexible Premium Deferred Annuity - Fidelity & Guaranty Life Insurance Company /API-1018(06-11) Indiv Flexible Premium Deferred Annuity - Fidelity & Guaranty Life Insurance Company</i>		

Filing at a Glance

Company: Fidelity & Guaranty Life Insurance Company		
Product Name: API-1018(06-11) Indiv Flexible Premium Deferred An	SERFF Tr Num: MCHX-G127374307	State: Arkansas
TOI: A02I Individual Annuities- Deferred Non-Variable	SERFF Status: Closed-Approved-Closed	State Tr Num: 49586
Sub-TOI: A02I.002 Flexible Premium	Co Tr Num: API-1018(06-11)	State Status: Approved-Closed
Filing Type: Form	Author: SPI McHughConsulting	Reviewer(s): Linda Bird
	Date Submitted: 08/17/2011	Disposition Date: 08/23/2011
		Disposition Status: Approved-Closed
Implementation Date Requested: On Approval		Implementation Date:
State Filing Description:		

General Information

Project Name: API-1018(06-11) Indiv Flexible Premium Deferred Annuity - Fidelity & Guaranty Life Insurance Company	Status of Filing in Domicile: Pending
Project Number: API-1018(06-11) Indiv Flexible Premium Deferred Annuity - Fidelity & Guaranty Life Insurance Company	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Individual Market Type:
Overall Rate Impact:	Filing Status Changed: 08/23/2011
	State Status Changed: 08/23/2011
Deemer Date:	Created By: SPI McHughConsulting
Submitted By: SPI McHughConsulting	Corresponding Filing Tracking Number:
Filing Description:	
NAIC: 63274	
FIN: 52-6033321	
RE: INDIVIDUAL FLEXIBLE PREMIUM DEFERRED ANNUITY	
Form Numbers: Form Name	
API-1018(06-11) Individual Flexible Premium Deferred Annuity Policy	

SERFF Tracking Number: MCHX-G127374307 State: Arkansas
Filing Company: Fidelity & Guaranty Life Insurance Company State Tracking Number: 49586
Company Tracking Number: API-1018(06-11)
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium
Variable
Product Name: API-1018(06-11) Indiv Flexible Premium Deferred An
Project Name/Number: API-1018(06-11) Indiv Flexible Premium Deferred Annuity - Fidelity & Guaranty Life Insurance Company /API-1018(06-11) Indiv
Flexible Premium Deferred Annuity - Fidelity & Guaranty Life Insurance Company

McHugh Consulting Resources, Inc. has been requested to file the attached form on behalf of Fidelity & Guaranty Life Insurance Company. The filing description below is provided by our client. We have provided an authorization letter for your files.

The above form is new and will not replace any forms currently on file with your Department. Additional information regarding the above forms is provided below.

Individual Flexible Premium Deferred Annuity API-1018(06-11) will be used exclusively in the deferred annuity market. This policy is issued in consideration of the application and payment of the flexible premium. Annuity Policy API-1018(06-11) can be used for non-qualified issues and tax-qualified IRA Roth IRA annuity issues.

Agents licensed to do business in your state, including through financial institutions, will market this annuity. The issue ages for this annuity are 0 through 85. The Deferred Annuity form listed above may be attached to any approved or future approved fixed indexed annuity rider approved by your department.

All assets supporting any fixed indexed interest crediting options will be held in the Company's general account. Based on the fixed indexed interest crediting option guarantees and the holding of assets in the general account, the fixed indexed interest crediting options are appropriately regulated under state insurance law and registration is not required under state and federal securities laws.

The enclosed actuarial memorandum for the base annuity is actuarially sound, and the benefits are reasonable.

Any bracketed language within the form is intended to be variable. A statement of variability is enclosed clarifying the bracketed fields.

The forms have been written in clear and simplified language and have passed the Flesch Reading Ease test. The forms are in final printed format subject only to changes in formatting, font style, margins, page numbers, ink, and paper stock. Printing standards will never be less than those required by law.

We would appreciate receiving your Departments approval of this new form at your earliest convenience.

The forms listed below are forms that may be issued with Individual Flexible Premium Deferred Annuity API-1018(06-11), and all have been approved together on 4/6/2011, State Filing # 48385, SERFF # MCHX-G127108904.

Form Numbers: Form Name

AAPP-1000(02-11) Deferred Annuity Application

SERFF Tracking Number: MCHX-G127374307 State: Arkansas
Filing Company: Fidelity & Guaranty Life Insurance Company State Tracking Number: 49586
Company Tracking Number: API-1018(06-11)
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium
Variable
Product Name: API-1018(06-11) Indiv Flexible Premium Deferred An
Project Name/Number: API-1018(06-11) Indiv Flexible Premium Deferred Annuity - Fidelity & Guaranty Life Insurance Company /API-1018(06-11) Indiv
Flexible Premium Deferred Annuity - Fidelity & Guaranty Life Insurance Company

ARI-1006(02-11) Home Health Care Rider
ARI-1007(02-11) Point-to-Point Fixed Indexed on Gain Interest Crediting Option Rider
ARI-1008(02-11) Guaranteed Minimum Withdrawal Benefit Rider
ARI-1009(02-11) Enhanced Guaranteed Minimum Withdrawal Benefit Rider
ARI-1010(02-11) Guaranteed Minimum Death Benefit Rider
ARI-1011(02-11) Enhanced Guaranteed Minimum Death Benefit Rider
ARI-1012(02-11) Free Surrender Partial Withdrawal Rider

Company and Contact

Filing Contact Information

Tim Hager, Compliance Project Specialist mcr@mchughconsulting.com
McHugh Consulting Resources, Inc. 215-230-7960 [Phone]
2005 South Easton Road, Suite 207 215-230-7961 [FAX]
Doylestown, PA 18901

Filing Company Information

(This filing was made by a third party - McHughConsulting)

Fidelity & Guaranty Life Insurance Company	CoCode: 63274	State of Domicile: Maryland
1001 Fleet Street	Group Code: 2598	Company Type:
6th Floor	Group Name:	State ID Number:
Baltimore, MD 21202	FEIN Number: 52-6033321	
(401) 895-0100 ext. [Phone]		

Filing Fees

Fee Required? Yes
Fee Amount: \$125.00
Retaliatory? Yes
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Fidelity & Guaranty Life Insurance Company	\$125.00	08/17/2011	50709901

<i>SERFF Tracking Number:</i>	<i>MCHX-G127374307</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Fidelity & Guaranty Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49586</i>
<i>Company Tracking Number:</i>	<i>API-1018(06-11)</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-</i>	<i>Sub-TOI:</i>	<i>A02I.002 Flexible Premium</i>
	<i>Variable</i>		
<i>Product Name:</i>	<i>API-1018(06-11) Indiv Flexible Premium Deferred An</i>		
<i>Project Name/Number:</i>	<i>API-1018(06-11) Indiv Flexible Premium Deferred Annuity - Fidelity & Guaranty Life Insurance Company /API-1018(06-11) Indiv Flexible Premium Deferred Annuity - Fidelity & Guaranty Life Insurance Company</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/23/2011	08/23/2011

SERFF Tracking Number: MCHX-G127374307 *State:* Arkansas
Filing Company: Fidelity & Guaranty Life Insurance Company *State Tracking Number:* 49586
Company Tracking Number: API-1018(06-11)
TOI: A021 Individual Annuities- Deferred Non- *Sub-TOI:* A021.002 Flexible Premium
Variable
Product Name: API-1018(06-11) Indiv Flexible Premium Deferred An
Project Name/Number: API-1018(06-11) Indiv Flexible Premium Deferred Annuity - Fidelity & Guaranty Life Insurance Company /API-1018(06-11) Indiv
Flexible Premium Deferred Annuity - Fidelity & Guaranty Life Insurance Company

Disposition

Disposition Date: 08/23/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MCHX-G127374307 State: Arkansas

Filing Company: Fidelity & Guaranty Life Insurance Company State Tracking Number: 49586

Company Tracking Number: API-1018(06-11)

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium
Variable

Product Name: API-1018(06-11) Indiv Flexible Premium Deferred An

Project Name/Number: API-1018(06-11) Indiv Flexible Premium Deferred Annuity - Fidelity & Guaranty Life Insurance Company /API-1018(06-11) Indiv
Flexible Premium Deferred Annuity - Fidelity & Guaranty Life Insurance Company

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Application		Yes
Supporting Document	Flesch Certification		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Authorization Letter		Yes
Supporting Document	Statement of Variability		Yes
Form	Individual Flexible Premium Deferred Annuity		Yes

SERFF Tracking Number: MCHX-G127374307 State: Arkansas

Filing Company: Fidelity & Guaranty Life Insurance Company State Tracking Number: 49586

Company Tracking Number: API-1018(06-11)

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium Variable

Product Name: API-1018(06-11) Indiv Flexible Premium Deferred An

Project Name/Number: API-1018(06-11) Indiv Flexible Premium Deferred Annuity - Fidelity & Guaranty Life Insurance Company /API-1018(06-11) Indiv Flexible Premium Deferred Annuity - Fidelity & Guaranty Life Insurance Company

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	API-1018(06-11)	Policy/Contract/Fratern al Certificate	Individual Flexible Premium Deferred Annuity	Initial		63.000	AR-API-1018(06-11)-Final-08_16_11.PDF

FIDELITY & GUARANTY LIFE INSURANCE COMPANY

A STOCK COMPANY

Home Office: Baltimore, Maryland

FLEXIBLE PREMIUM DEFERRED ANNUITY

This policy is issued in consideration of the application and payment of the initial premium. The premium(s) and any interest credited thereon accumulate until the Maturity Date but no later than the Maturity Date. On the Maturity Date you must start receiving annuity payments pursuant to the **Annuity Payments** provision in the **Annuity Benefits** section. When you annuitize we will apply the surrender value to the annuity option then in effect.

READ YOUR POLICY CAREFULLY. This policy is part of a legal Contract between the Owner and the Company. It is evidence of Your benefits under the policy. Its terms are contained on this page and those which follow.

RIGHT TO EXAMINE. If you decide not to keep this policy, return it within 10 days (or longer if required by state law) after you receive it. If the policy is a replacement policy, you have a minimum of thirty (30) days (or longer if required by state law) beginning on the date the policy is delivered or issued for delivery to return it. The policy may be returned to any of our agents or it may be mailed to us. The return of this policy will void it from the beginning. Any premium paid will be refunded within 10 days of our receipt of this policy.

The credited interest rate for the fixed interest option is guaranteed for the time period shown on the Information page.

YOU HAVE PURCHASED AN ANNUITY POLICY. CAREFULLY REVIEW THIS POLICY FOR LIMITATIONS. CANCELLATION MAY RESULT IN A SUBSTANTIAL PENALTY KNOWN AS A SURRENDER CHARGE.

Nonparticipating: dividends are not payable.

Signed for the Company.

[

[



Lee Launer

President

]



Eric Marhoun

Secretary

]

AGENT NAME AND ADDRESS:

(If applicable)

Countersigned at:

City: _____ State: _____ Date: _____

By Agent: _____

NOTICE TO OWNER: If you have questions, or need information about this policy, or need assistance in resolving a complaint, please call us at 1-888-513-8797. (Or write us at OM Financial Life Insurance Company – Service Center; P.O. Box 81497; Lincoln, NE 68501-81497.) You may also contact the Arkansas Insurance Department Consumer Services Division at 1200 West Third Street; Little Rock, AR 72201 (1-800-852-5494.)

Table of Contents

Annuity Benefits.....9-10

Beneficiary.....6

Death Benefit.....8

Definitions.....4

General Provisions.....5

Guaranteed Monthly Payment Tables.....11-12

Information page.....3

Ownership6

Policy Values.....6-7

Surrenders.....7-8

INFORMATION

Policy Number: [0000000]		
Owner(s) Name(s): [John Doe] [Mary Doe]	Birth Date(s): [February 01, 1971]	
Annuitant(s) Name(s): [John Doe] [Mary Doe]	Birth Date(s): [February 01, 1971]	Date of Issue: [December 1, 2010] Policy Anniversary: [December 1 st]
Beneficiary: Beneficiary is as named in the application or in the most recent beneficiary change sent to our home office. (Second named annuitant, if any, is the joint or contingent annuitant, as applicable.)		

Annuity Option: Option 2. Life Income With A Guaranteed Period Of 10 Years (This annuity option is described in the annuity benefits section.)
Maturity Date: December 1, 2071

Interest Crediting Option(s)	Initial Premium Allocated	Index Interest Crediting Period	Cap*	Participation Rate In Index Interest Formula*	MGSV Accumulation Interest Rate	Initial Premium Vesting Bonus Allocation ¹
[One-Year S&P 500 Annual Point-to-Point	\$10,000	1	3% annual cap	100%	3%	1000]
[Two-Year S&P 500 Point-to-Point	\$10,000	2	3% biennial cap	100%	3%	1000]
[Three-Year S&P 500 Point-to-Point	\$10,000	3	3% triennial cap	100%	3%	1000]
[One Year S&P 500 Monthly Average	\$10,000	1	3% monthly cap	100%	3%	1000]
[One Year S&P 500 Monthly Point to Point	\$10,000	1	1% monthly cap	100%	3%	1000]
[One-Year S&P 500 Gain Interest Annual Point-to-Point**	\$10,000	1	N/A	N/A	3%	1000]
Fixed Interest Option ***	\$10,000	NA	NA	NA	3%	1000
Total Account Value/Initial Premium Paid:	\$70,000					7000

* The cap and/or participation rates are declared in advance and guaranteed for the index interest crediting period.

** [Index Gain Interest Rate:[X%]]

*** Any premium allocation to the fixed interest option will be credited with an effective annual interest rate of [1.5%] from [December 1, 2010 through November 30, 2011]. The guaranteed minimum effective annual interest rate is [3%] for each policy year until the Maturity Date. We may, at our discretion, declare current credited interest rates in excess of the guaranteed minimum rate. Any additional premiums paid into the fixed interest option will be credited with the then current credited interest rate.

[Guaranteed Minimum Withdrawal Benefit Rider (GMWB): The Income Base is the greater of initial premium plus [18%] bonus and premium growing for a period up to [10] years or until the Withdrawal Period begins at a rate of [7.25%] compound interest.]

[Guaranteed Withdrawal Percentage is based on the annuitant's age as follows: age 50-59 4%; 60-69 5%; 70-79 6%; 80-89 7%; and 90+ 8%.]

[Guaranteed Withdrawal Percentage is based on the joint annuitants age as follows: age 50-59 3%; 60-69 4%; 70-79 5%; 80-89 6%; and 90+ 7%]

[Enhanced Guaranteed Withdrawal Percentage is based on the annuitants age as follows: age 50-59 4%; 60-69 5%; 70-79 6%; 80-89 7%; and 90+ 8%]

[Enhanced Guaranteed Withdrawal Percentage is based on the joint annuitants age as follows: age 50-59 3%; 60-69 4%; 70-79 5%; 80-89 6%; and 90+ 7%]

[Enhanced Multiplier: [XXX%]]

[Rider Withdrawal Payments reduce the vested account value.]

[Guaranteed Minimum Death Benefit Rider (GMDB): Initial premium plus premium bonus growing, up to [10] years or until age 85 at a rate of [5%] simple interest.]

[Enhanced Guaranteed Minimum Death Benefit Rider (EGMDB): Initial premium plus premium bonus growing, up to [10] years or until age 85, at a rate of [5%] simple interest;

or

The greater of initial premium plus [18%] bonus and premium growing up to the earlier of [10] years, the date of death or when any specified Withdrawal Period under the (EGMWB) begins, at a rate of [7.25%] compound interest.]

INFORMATION (Cont'd)

Rider Charges:

[GMWB Rider Charge: X% annually] [EGMWB Rider Charge: X% annually]

[GMDB Rider Charge: X% annually] [EGMDB Rider Charge: X% annually]

Surrender Charges														
[Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
14.75%	13.75%	12.75%	11.75%	10.75%	10%	9%	8%	7%	6%	5%	4%	3%	2%	0%

Vesting Schedule													
[Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
7%	14%	21%	29%	36%	43%	50%	57%	64%	71%	79%	86%	93%	100%

¹An initial premium bonus of [9%] is credited to the initial premium at issue. The Bonus Account Value vests according to the above vesting schedule. At the end of the vesting period, the Bonus Account Value is fully vested.]

Riders and Endorsements Attached:

[Monthly Point-to-Point Fixed Interest Crediting Option Rider, OM MPTP 2008]

[Monthly Average Fixed Indexed Interest Crediting Option Rider, OM MA2 2008]

[Point-to-Point Fixed Indexed Interest Crediting Option Rider, OM PTP2 2008]

[Death of Owner Rider, FGL DOO1 (2003)]

[Terminal Illness Rider, FGL TI 1 (2003)]

[Unemployment Rider, FGL UE 1(2003)]

[Nursing Home Rider, FGL NH 1 (2003)]

[Free Surrender Partial Withdrawal Rider, FGL FS-PW-FLEX (2001)]

[Vesting Bonus Rider, OM VB (10-07)]

[Home Health Care Rider, ARI-1006(02-11)]

[Point to Point Fixed Declared Rate on Index Gain Crediting Option Rider, ARI-1007(02-11)]

[Guaranteed Minimum Withdrawal Benefit Rider, ARI-1008(02-11)]

[Enhanced Guaranteed Minimum Withdrawal Benefit Rider, ARI-1009(02-11)]

[Guaranteed Minimum Death Benefit, ARI-1010(02-11)]

[Enhanced Guaranteed Minimum Death Benefit Rider ARI-1011(02-11)]

The information regarding the owner, beneficiary, annuitant, and annuity option, is subject to any change submitted and on record.

DEFINITIONS

Age

Any provisions referring to age mean the age at the last birthday.

Annuitant

The natural person on whose life the amount and duration of annuity payments depend. A joint annuitant or a contingent annuitant is a second person on whose life the amount and duration of annuity payments may depend. The annuitant may not be changed on or after the Maturity Date.

Annuity Option

One of the annuity options described in the **Annuity Benefits** section.

Beneficiary

The person last named by the Owner or his or her designee to receive the proceeds upon the death of the Owner. The beneficiary or contingent beneficiary may also become the Owner of this policy as described under the **Death of Owner** provision in the **Death Benefit** section.

Code

The Internal Revenue Code, as amended. All references in this policy or in any attached rider, to any section of the Code or regulations include any amended or successor sections or regulations, as appropriate or required.

Date of Issue

The date of issue is shown on the information page. Policy months, years, and anniversaries are measured from this date.

Interest-Bearing Account

When this policy describes any amounts which are payable by us, whether it is for surrenders, withdrawals, annuity payments, or a lump-sum death benefit, at our option, those payments may be made into an interest-bearing account established in the name of the Owner, payee or recipient, as appropriate. The Owner, payee or recipient, as appropriate, will be able to withdraw all or part of the proceeds in this account at any time. This does not apply to payments which are requested to be made to companies other than us. You may contact us for any information regarding this account. You may also request that we do not place the payments into this account.

Maturity Date

Is the last date this policy can remain in force. The Maturity Date is shown on the Information page. This date is fixed and cannot be changed under any circumstances. Upon this date you must start receiving annuity payments pursuant to **Annuity Payments** provision in the **Annuity Benefits** section.

Nonnatural Person

A corporation, trust, estate, partnership, or other non-individual.

Owner

The person named in the application or in the most recent change on record entitled to Ownership rights stated in this policy. "Owner" includes any person who succeeds to the Ownership rights of this policy under the **Death of Owner** provision in the **Death Benefits** section.

Premiums

The initial premium is paid on the date of issue. At any time before the Maturity Date, additional premiums may be made in an amount equal or greater than \$2,000. The additional premiums are paid into the fixed interest option's account value initially.

Policy Anniversary

The policy anniversary is the day and month that coincide with the date of issue in subsequent years after issue. References to the "prior policy anniversary" during the first year following the date of issue shall be deemed to refer to the date of issue.

We, Our, Us, Company

Fidelity & Guaranty Life Insurance Company.

Written Request

A request written to us and received by us on a form satisfactory to us.

You, Your

The Owner.

GENERAL PROVISIONS

Any reference to annuitant, joint annuitant, beneficiary, contingent beneficiary, irrevocable beneficiary, Owner, contingent owner, and/or payee, may include multiple persons.

Assignment

We will not be responsible for the validity or sufficiency of any assignment. To be binding on us, an executed assignment must be by written request and consented to by any irrevocable beneficiary. Your rights and any beneficiary's interest will be subject to the assignment. Assignment of this policy may subject you to income and gift tax. Assignments, unless otherwise specified by the owner, shall take effect on the date the notice of assignment is signed, subject to any payments made or actions taken by the company prior to receipt of the assignment.

Changes to Policy

After we receive and record a written request for a change in Owner, annuitant, or beneficiary, the change will take effect on the date the request was originally signed, even if the Owner who signed the request has since died. The change will be subject to any payments made or actions taken by us before the written request for change was received and recorded.

We may require the return of this policy for endorsement or otherwise in the event of a change in Owner, annuitant, beneficiary, annuity option, or other change. We reserve the right to issue a revised Information page in the event of any change to this policy.

Compliance With Internal Revenue Code

This policy will be interpreted in a manner consistent with the requirements of the Code section 72(s).

We reserve the right to amend this policy from time to time to comply with any changes in the Code, regulations issued thereunder, and administrative rulings. Any such amendment will be promptly mailed to you at your last known address. We do not accept responsibility for the tax treatment of this policy. You should consult your tax advisor.

Conformity With Statutes

If any provision in this policy is in conflict with the laws of the state which govern this policy, the provision will be deemed to be amended to conform with such laws.

Entire Contract

The entire Contract consists of:

- This policy;
- The application, a copy of which is attached and made a part of this policy; and
- All amendments, endorsements, riders or revised Information page(s) which are attached to or mailed to your last known address.

All statements made by the applicant for the issuance of the contract shall, in the absence of fraud, be deemed representations and not warranties. Only the President, the Secretary, or a Vice President in our Home Office can agree to change or waive any provisions which are part of the entire Contract. The change or waiver must be in writing.

Incontestability

We will not contest this policy after the date of issue, except as provided in the **Misstatement of Birth Date** provision.

Notification of Death

The death of any Owner or annuitant must be reported to us immediately. We are entitled to recover immediately any overpayments made because of a failure to notify us of any such death. We are not responsible for any incorrect payments which result from a failure to immediately notify us of the death of any Owner or annuitant. From time to time we may require proof that the Owner or annuitant is still alive and may withhold any payments until such proof is received by us.

Payments

All payments may be made into an interest-bearing account. However, you may by written request, receive all payments by check or draft. They will be sent to the recipient's last known address.

Protection of Benefits

Only you can assign, encumber, or pledge any benefit paid under this policy. To the extent permitted by law, no benefit paid, or to become payable, will be subject to any claim or process of law by any creditor.

Qualified Plans

This Contract is subject to a retirement plan providing special tax treatment for individual owned qualified plans. Examples might include IRA, Roth IRA, SEP IRA, or other similar type of plan.

OWNERSHIP

Ownership Rights

During your lifetime, you may:

- Exercise any of the rights under this policy.
- Assign this policy.
- Subject to our agreement, change or amend this policy.

The **Death of Owner** provision in the **Death Benefit** section describes to whom Ownership of this policy will pass at the death of an Owner.

Joint Owners

Two natural persons may be named as Joint Owners. They will own this policy as joint tenants with rights of survivorship. While both are alive, each must sign any written request made under this policy.

Change of Owner

You may change ownership of this policy by written request. Changes in Owner designation, unless otherwise specified by the Owner, shall take effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by the company prior to receipt of the notice. The new Owner's age may not exceed our then current underwriting requirements for new policy issues. A change in Ownership of this policy may have tax consequences. Please consult a tax advisor.

BENEFICIARY

Change of Beneficiary

Before the Maturity Date, you may change the beneficiary or any contingent beneficiary by written request. On or after the Maturity Date, you may change the beneficiary or contingent beneficiary by written request if the annuity option in effect is annuity option 1, 2, 5, or 7.

Changes in Beneficiary, unless otherwise specified by the Owner, shall take effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by the company prior to receipt of the change. A beneficiary named irrevocably may not be changed without the written consent of that beneficiary.

Payment to Beneficiary

Before making any payment, we may require evidence as to the identity, age, and other facts about any person or class designated as the beneficiary. We are entitled to make payments based on that evidence. Unless otherwise instructed, if there is more than one beneficiary, then any proceeds payable will be distributed equally among the beneficiaries.

POLICY VALUES

Account Value

The policy's account value before the Maturity Date consists of the fixed interest option's account value plus any other account value(s) which may be issued and attached by rider. The total account value is the sum of all of the account values.

Surrender Value

For a full surrender, the surrender value is the greater of:

- Total account value, less surrender charges; or
- Total minimum guaranteed surrender value.

Minimum Guaranteed Surrender Value

A minimum guaranteed surrender value is the minimum amount you will receive if you surrender in full.

At any time before the Maturity Date, the minimum guaranteed surrender value is the sum of the following:

- 87.5% of the premiums applied to the account value; plus
- Interest credited daily at the MGSV Accumulation Interest Rate shown on the information page; plus
- Any minimum guaranteed surrender value reallocated from other options; less
- Any amounts previously surrendered from the minimum guaranteed surrender value accumulated at the MGSV Accumulation Interest Rate shown on the information page; less
- Any minimum guaranteed surrender value reallocated to other options; less
- Any rider charges.

The minimum guaranteed surrender value from all of the account value option(s) is summed up to get the total minimum guaranteed surrender value.

POLICY VALUES (Cont'd)

Basis of Policy Values

All benefits and values equal or exceed those required by the state in which the policy is delivered.

Notice of Policy Values

At least once each year, we will send you a report of your current annuity values.

FIXED INTEREST

Fixed Interest Option

All premiums paid must be allocated to the fixed interest option or to any other available account value option which may be issued and attached by rider. Premiums may be reallocated from the fixed interest account value option on policy anniversaries only, in increments of no less than \$2,000. The amount remaining in the option's account value after that reallocation must be either zero, or at least \$2,000. Notification of reallocation must be received 2 days prior to the policy anniversary.

Fixed Interest Option Account Value

The fixed interest option's account value before the Maturity Date equals all premium(s) allocated to this option; plus interest credited; less any amounts previously surrendered, including surrender charges thereon, less rider charges, if any; plus any adjustments for reallocations.

Fixed Interest Crediting

Interest is credited daily and applied to the fixed interest option's account value from the date of issue at a rate which is never less than the guaranteed minimum effective annual interest rate as shown on the information page. The information page shows the effective annual interest rate which is credited and the period for which the rate is guaranteed. We will determine and fix in advance a current effective annual interest rate applicable to the option's account value. The rate credited to the option's account value will not be changed more often than once in any 12 month period. Any additional premiums received in a given policy year will be credited with the same interest rate being credited to the option's account value. Current effective annual interest rates may vary based on factors such as the date the premium is received or the date a new rate applies to the option's account value.

SURRENDERS

Partial Surrender

Before the Maturity Date, you may surrender a part of the account value. Any surrender charges will be deducted from that value.

A partial surrender, including any charge thereon, may not reduce the account value to less than \$2,000. Such surrenders may be made:

- On a scheduled monthly, quarterly, semi-annual, or annual systematic basis, in an amount of at least \$100 per surrender.
- On an unscheduled basis no more than four times in a policy year, in an amount of at least \$500 per surrender.

You may withdraw from any of the account value option(s) or a combination of any of the account value option(s). If no election is made, we will withdraw an equal percentage from all of the account value options.

Full Surrender

Before the Maturity Date, this policy may be surrendered in full for its surrender value. The amount paid will equal the surrender value as of the date we receive your written request.

Surrender Charge

A surrender charge may be imposed on withdrawals, at death, and in calculating annuity payments. The surrender charge equals the surrender factor for the appropriate policy year, as shown on the information page, multiplied by the amount of the account value withdrawn. The account value withdrawn consists of the amount paid upon a surrender request, or applied to an annuity option, and the surrender charge thereon.

Surrender Requirements

We will require:

- Your written request.
- Return of the policy to us for a full surrender.

SURRENDERS (Cont'd)

Deferral of Payment

After making written request and receiving the written approval of the commissioner, we may defer payment, of the surrender, for a period not to exceed six (6) months after we receive the request for surrender of the contract and as long as such deferral does not cause the policy to violate section 72(s) of the Code.

DEATH BENEFIT

Death of Owner

Ownership Succession. At your death, ownership of this policy will pass to the person(s) living on the date of your death in the order which follows:

- Surviving joint Owner, if any.
- Beneficiary.
- Contingent beneficiary.
- Estate of the last Owner to die.

If more than one natural person succeeds to the ownership rights of this policy, then such persons will own this policy as joint Owners. Any instructions or designations of the prior Owner(s) will continue unless changed in accordance with this policy by the succeeding Owner(s).

Death Before Maturity Date. If you die before the Maturity Date, the successor Owner(s) must fully surrender and receive a distribution of the entire proceeds of this policy within 5 years of your death except that:

- If a natural person continues or succeeds to ownership of this policy, such person may begin receiving annuity payments with respect to that person's proportionate interest within 1 year from the date of your death (or within any longer period of time permitted under the Code), provided annuity payments are distributed over such person's life or over a period not extending beyond the life expectancy of such person; and
- If the spouse (as defined under the Code) of the first Owner to die continues or succeeds to Ownership of this policy, he or she is not required to surrender his or her proportionate interest in the policy or receive any payments until the Maturity Date or, if earlier, until such spouse's death, in which case the **Death of Owner** provision will apply.

Death on or After Maturity Date. No distribution, other than annuity payments as scheduled, will be made if you die on or after the Maturity Date unless you were also the last surviving annuitant, in which case this section's **Death of Annuitant** provision will apply.

Death of Annuitant

Death Before Maturity Date. Except as provided in this section's **Special Annuitant Rules for Nonnatural Owners** provision, no distribution is required nor will any death benefit be paid if an annuitant dies before the Maturity Date unless the deceased annuitant is also an Owner, in which case this section's **Death of Owner--Death Before Maturity Date** provision will apply. If the last remaining annuitant dies before the Maturity Date, then the current Owner or Owner's designee will become the annuitant.

Death on or After Maturity Date. At the death of the Annuitant(s) on or after the Maturity Date, the death benefit, if any, will be as described for the annuity option in effect. No death benefit will become payable until you notify us of the death of the annuitant(s), provide us with the required proof of death and other information, and, if required, return this policy to us. A death benefit will not be paid under annuity options 3, 4, or 6, or after the guaranteed benefits have been paid. Any death benefit due will be paid to the person(s) living on the date of such death in the order which follows:

- Owner(s) or surviving joint Owner, if any.
- Beneficiary.
- Contingent beneficiary.
- Estate of the last Owner to die.

The recipient of any death benefit may name one or more persons to receive any remaining death benefit after such recipient's death. If no such beneficiary is named, any unpaid portion of the death benefit will be paid to the deceased recipient's estate. The death benefit may be paid in the form of a lump sum or the remaining guaranteed annuity payments, as scheduled instead of in a lump sum. Except for a death benefit under annuity option 7, any lump sum payment will be equal to the commuted value. The commuted value is determined by discounting the remaining guaranteed annuity payments at an annually compounded interest rate(s) which is (are) 1% more than the rate(s) used by us to determine those payments. The 1% increase in the discount rate(s) results in a decrease in the value received. The commuted value will always be less than the sum of the remaining guaranteed annuity payments. The commuted value will be calculated as of the date such payment will be made.

Any election to receive a form of payment other than that provided under the annuity option in effect must be made within 60 days of the date the death benefit first becomes payable; such amounts must also be paid within the time period required under section 72(s) of the Code.

Special Rules for Nonnatural Owners

If a Nonnatural Person is named as Owner, then this policy must be fully surrendered and the entire amount distributed within 5 years of:

- The death, if before the Maturity Date, of the annuitant or a joint annuitant; or
- A change in the annuitant or joint annuitant.

ANNUITY BENEFITS

Annuity Payments

The annuity payments will:

- Start no later than at the end of the first payment period following the Maturity Date.
- Be paid to the order of the Owner(s) or his or her (their) designee.
- Be paid on a monthly, quarterly, semi-annual, or annual basis, as chosen by you before payments begin.
- Cease at the death of all annuitants, in which case the **Death of Annuitant--Death on or After Maturity Date** provision in the **Death Benefit** section may apply.

Annuity Payment Amount

The amount of annuity payments, less any applicable state or federal premium taxes, may depend on the:

- Surrender value;
- Annuity option chosen;
- Payment frequency chosen; and
- Age of the annuitant(s).

The annuity payments will not be less than those reflected in the **Table of Guaranteed Monthly Payments**.

Misstatement of Birth Date

Before making any annuity payment, we may require proof of each annuitant's birth date. If the birth date of any annuitant is misstated, we will adjust the amount to be paid by us. It will be that which would have been paid if the correct birth date had been stated.

For misstatements which result in underpayments, we will include the full amount of the underpayment in our next payment; and add interest of 6% per year to that payment.

For misstatements which result in overpayments, we will spread the full amount of the overpayment over the remaining guaranteed payment period, if any, or 10 years, whichever is less; deduct a level portion of that amount from each of those future payments; and charge interest of 6% per year against the balance of the amount overpaid.

Maturity Date

The Maturity Date is the date upon which this policy matures and by operation of its terms you must start receiving annuity payments pursuant to the **Annuity Payments** provision in the **Annuity Benefits** section. The Maturity Date is fixed and may not be later than the policy anniversary following the annuitant's (or the oldest annuitant's if a second annuitant is named) 100th birthday. Under no circumstances will the Company change the Maturity Date beyond the date shown on the information page. The Maturity Date is shown on the Information page.

Annuity Options

There are seven annuity options. You may elect to receive payments under any annuity option described in the policy or under any other annuity option which we may then offer. Unless another annuity option and payment frequency are requested before the Maturity Date, monthly payments will be made under:

- Annuity option 2 with a guaranteed period of 10 years, if there is only one annuitant.
- Annuity option 5 with 50% joint annuitant payments and a guaranteed period of 10 years, if there is a second annuitant.

We reserve the right to pay your account value in a lump sum if the amount to be applied to the annuity option is less than \$2,000; or any payment would be less than \$20.

Descriptions of Annuity Options

Descriptions of the annuity options follow. The tables of guaranteed payments follow. Any fixed or guaranteed periods under annuity options 1, 2, and 5 may not be less than 5 years nor more than 25. Any reduced rates under annuity options 4, 5, and 6 following the death of an annuitant must be based on whole percentages and in no case may be less than 25% of the joint life income amount.

Annuity Option 1 - Income for a Fixed Period

Payments are guaranteed for the number of years and months chosen. If the annuitant dies before the end of the fixed period, a death benefit, consisting of a lump sum amount equal to the commuted value, will be paid. The recipient of the death benefit may elect to receive the remaining guaranteed annuity payments, as scheduled, instead of the commuted value.

Annuity Option 2 - Life Income With a Guaranteed Period

Payments are guaranteed for the number of years chosen. If the annuitant is alive at the end of the guaranteed period, payments will continue for as long as the annuitant is alive. If the annuitant dies before the end of the guaranteed period the remaining guaranteed annuity payments, as scheduled, will be paid.

ANNUITY BENEFITS (Cont'd)

Annuity Option 3 - Life Income

Payments will be made for as long as the annuitant is alive. No payments will be made after the annuitant's death.

Annuity Option 4 - Joint and Contingent Life Income

Payments will be made for as long as either the annuitant or contingent annuitant is alive. The payments will:

- Be paid in the joint life income amount while both the annuitant and contingent annuitant are alive.
- Continue to be paid in that amount during the annuitant's lifetime at the contingent annuitant's death.
- Continue to be paid after the death of the annuitant at the reduced rate requested and for as long as the contingent annuitant survives.
- Cease at the death of both the annuitant and contingent annuitant.

Annuity Option 5 - Joint and Survivor Income With Guaranteed Period

Payments are guaranteed for the number of years chosen. If either the annuitant or joint annuitant is alive at the end of the guaranteed period, payments will continue for as long as either is alive. The payments will:

- Be paid in the joint life income amount while both the annuitant and joint annuitant are alive.
- Continue to be paid after the death of either annuitant at the rate requested and for so long as the remaining annuitant survives.

If the annuitant and joint annuitant die before the end of the guaranteed period the remaining guaranteed annuity payments, as scheduled will be paid.

Annuity Option 6 - Joint and Survivor Life Income

Payments will be made for as long as either the annuitant or joint annuitant is alive. The payments will:

- Be paid in the joint life income amount while both the annuitant and joint annuitant are alive.
- Continue to be paid after the death of either annuitant at the rate requested and for so long as the remaining annuitant survives.
- Cease at the death of both the annuitant and joint annuitant.

Annuity Option 7 - Life Income With Lump Sum Refund at Death

Payments will be made for as long as the annuitant is alive. If the annuitant dies before the total amount of the payments made equals the value applied to this annuity option (less any applicable state or federal premium tax deductions), a death benefit, consisting of a lump sum equal to such value (less any applicable state or federal premium tax deductions) less any annuity payments previously made, will be paid.

TABLES OF GUARANTEED MONTHLY PAYMENTS*

[Amount for Each \$1,000 Applied]

[Annuity Option 1. Income for a Fixed Period]

Period (Years)	Payment	Period (Years)	Payment	Period (Years)	Payment
5	\$17.31	8	\$11.06	15	\$6.20
6	14.53	9	9.90	20	4.82
7	12.54	10	8.97	25	3.99]

[Annuity Option 2. Life Income With a Guaranteed Period]

Number of Payments for a Guaranteed Period											
Age	120	180	240	Age	120	180	240	Age	120	180	240
50	\$3.23	\$3.20	\$3.15	60	\$4.09	\$3.98	\$3.80	66	\$4.85	\$4.58	\$4.22
55	3.61	3.55	3.46	61	4.20	4.07	3.87	67	5.00	4.69	4.28
56	3.70	3.63	3.53	62	4.32	4.17	3.94	68	5.15	4.80	4.34
57	3.79	3.71	3.59	63	4.44	4.27	4.01	69	5.31	4.90	4.40
58	3.88	3.80	3.66	64	4.57	4.37	4.08	70	5.47	5.01	4.45
59	3.98	3.89	3.73	65	4.71	4.48	4.15	75	6.35	5.50	4.66]

[Annuity Option 3. Life Income]

Age	Payment	Age	Payment
50	\$3.26	63	\$4.56
55	3.65	64	4.72
56	3.74	65	4.88
57	3.84	66	5.05
58	3.94	67	5.23
59	4.05	68	5.43
60	4.17	69	5.63
61	4.29	70	5.86
62	4.42	75	7.21]

TABLES OF GUARANTEED MONTHLY PAYMENTS (Cont'd)*

[Annuity Option 4. Joint Life Income With 50% Contingent Annuitant Payments

Annuitant Age	Contingent Annuitant					
	50	55	60	65	70	75
50	\$2.97	\$3.04	\$3.11	\$3.16	\$3.19	\$3.22
55	3.18	3.29	3.39	3.47	3.53	3.58
60	3.40	3.56	3.70	3.84	3.95	4.03
65	3.66	3.86	4.06	4.26	4.45	4.60
70	3.93	4.18	4.45	4.74	5.03	5.29
75	4.22	4.52	4.86	5.26	5.68	6.10]

[Annuity Option 5. Joint and 50% Survivor Life Income With a 10 Year Guaranteed Period

Annuitant Age	Contingent Annuitant					
	50	55	60	65	70	75
50	\$3.13	\$3.30	\$3.50	\$3.74	\$4.01	\$4.32
55	3.30	3.49	3.72	3.98	4.29	4.65
60	3.50	3.71	3.97	4.27	4.63	5.05
65	3.72	3.97	4.26	4.61	5.03	5.53
70	3.98	4.26	4.60	5.01	5.50	6.09
75	4.24	4.57	4.96	5.44	6.02	6.73]

[Annuity Option 6. Joint and 50% Survivor Life Income Payments

Annuitant Age	Joint Annuitant					
	50	55	60	65	70	75
50	\$3.13	\$3.30	\$3.50	\$3.74	\$4.01	\$4.32
55	3.30	3.49	3.72	3.98	4.30	4.66
60	3.50	3.71	3.97	4.27	4.63	5.06
65	3.72	3.97	4.27	4.62	5.04	5.55
70	3.98	4.26	4.60	5.02	5.52	6.13
75	4.25	4.57	4.97	5.45	6.06	6.80]

[Annuity Option 7. Life Income With Lump Sum Refund at Death

Age	Payment	Age	Payment	Age	Payment
50	\$3.00	60	\$3.63	66	\$4.15
55	3.28	61	3.70	67	4.25
56	3.35	62	3.79	68	4.35
57	3.41	63	3.87	69	4.46
58	3.48	64	3.96	70	4.58
59	3.55	65	4.05	75	5.24]

[*For ages, periods, and rates not shown, we will furnish the amount of payment on request. The guaranteed monthly payments are based on a [1.5%] effective annual interest rate and the US Annuity 2000 Table; male mortality shown.]

FLEXIBLE PREMIUM DEFERRED ANNUITY

SERFF Tracking Number: MCHX-G127374307 State: Arkansas

Filing Company: Fidelity & Guaranty Life Insurance Company State Tracking Number: 49586

Company Tracking Number: API-1018(06-11)

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium Variable

Product Name: API-1018(06-11) Indiv Flexible Premium Deferred An

Project Name/Number: API-1018(06-11) Indiv Flexible Premium Deferred Annuity - Fidelity & Guaranty Life Insurance Company /API-1018(06-11) Indiv Flexible Premium Deferred Annuity - Fidelity & Guaranty Life Insurance Company

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments: AAPP-1000(02-11), 04/06/2011.		

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachments: AR Readability Cert.PDF AR, Cert of Compliance, Rule 19, API-1018(06-11).PDF		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo		
Comments:		
Attachment: ActMemo API-1018(06-11)-07_22_11.PDF		

	Item Status:	Status Date:
Satisfied - Item: Authorization Letter		
Comments:		
Attachment: 2011 MCR Vendor Authorization Letter FG Co Name Change (6-23-2011).PDF		

	Item Status:	Status Date:

SERFF Tracking Number: MCHX-G127374307 *State:* Arkansas
Filing Company: Fidelity & Guaranty Life Insurance Company *State Tracking Number:* 49586
Company Tracking Number: API-1018(06-11)
TOI: A02I Individual Annuities- Deferred Non- *Sub-TOI:* A02I.002 Flexible Premium
Variable
Product Name: API-1018(06-11) Indiv Flexible Premium Deferred An
Project Name/Number: API-1018(06-11) Indiv Flexible Premium Deferred Annuity - Fidelity & Guaranty Life Insurance Company /API-1018(06-11) Indiv
Flexible Premium Deferred Annuity - Fidelity & Guaranty Life Insurance Company

Satisfied - Item: Statement of Variability

Comments:

Attachment:

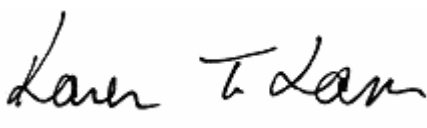
SOV API-1018_06-11_ Individual FPDA Policy.PDF

STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: Fidelity & Guaranty Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
API-1018(06-11)	63

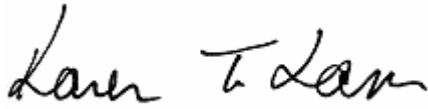
Signed: 
Name: Karen T. Lam
Title: AVP, Compliance Oversight
Date: 8/17/2011

Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: Fidelity & Guaranty Life Insurance Company

Form Number(s): API-1018(06-11)

I hereby certify that to the best of my knowledge and belief, the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.



Signature of Company Officer

Karen T. Lam

Name

AVP, Compliance Oversight

Title

8/17/2011

Date

June 23, 2011

NAIC Company Code: 63274

To: The Insurance Commissioner

Re: Authorization

This letter, or a copy thereof, will authorize the consulting firm of McHugh Consulting Resources, Inc., 2005 South Easton Road, Suite 207, Doylestown, PA 18901, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

Fidelity & Guaranty Life Insurance Company

BY:



Karen T. Lam, FLMI, AIRC
Assistant Vice President, Compliance Oversight

STATEMENT OF VARIABILITY

New Form Name	Form Number
Deferred Fixed Annuity	API-1018(06-11)

The following information describes the nature and scope of the variable material. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. The final form issued to the consumer will not contain brackets denoting variable text. Any variable text included in this Statement of Variability will be effective only for future issues.

Item	Range
Officer Signatures	To allow for flexibility should the corporation officers change
Policy Number, Owner Name(s), Birth Date(s), Annuitant Name(s), Date of Issue, Policy Anniversary, Maturity Date	John Doe Information Varies on new issues.
Annuity Option	Varies on new issues. 7 Annuity Options Annuity Option 1 - Income for a Fixed Period Annuity Option 2 - Life Income With a Guaranteed Period Annuity Option 3 – Life Income With No lump Sum Refund at Death Annuity Option 4 - Joint and Contingent Life Income Annuity Option 5 - Joint and Survivor Income With Guaranteed Period Annuity Option 6 - Joint and Survivor Life Income Annuity Option 7 - Life Income With Lump Sum Refund at Death
Interest Crediting Option(s) and their applicable Index Crediting Periods	On new issues the Interest Crediting Option(s) and their applicable Index Crediting Periods will vary depending on which index options are issued with the base annuity. The equity index account value options are available by approved riders and are designed to provide possible index credits based on formulas which are linked to changes in the monthly point-to-point closing values of the S&P 500 Composite Stock Price Index for a respective 1, 2, and 3 year period. Only approved interest crediting options/riders and their index crediting periods will be displayed. Crediting Periods are guaranteed for 1, 2, or 3 years as applicable: Possible crediting options are: One-Year S&P 500 Annual Point to Point Two-Year S&P 500 Point-to-Point Three-Year S&P 500 Point-to-Point One-Year S&P 500 Monthly Average Two-Year S&P 500 Monthly Average One-Year S&P 500 Monthly Point-to-Point One Year S&P 500 Gain Interest Annual Point to Point
Total Account Value/Initial Premium Allocated	John Doe Information, the minimum initial premium is \$10,000 for both qualified and non qualified market segments. The minimum premium that can be allocated to each account value option is \$2000
Cap Rate: Interest Crediting Options	For new or in force issues, the cap rate is declared by the company and is guaranteed for 1, 2, or 3 years as applicable. The Cap rate is set at issue, but may change at the beginning of each index interest crediting period. Monthly Point-to-Point index strategies are subject to a 1.00% monthly minimum cap. Monthly Average and Annual Point-to-Point index strategies are subject to a 3.00% minimum cap. See page 3 of contract.
Par Rate in Interest Index Formula: Interest Crediting Options	For new or in force issues, the par rate is declared by the company and is currently 100 percent, but may change if the decision is made to increase or decrease the participation rate in the formula.
MGSV Accumulation Interest Rate(s)	The MGSV Accumulation Interest Rate is declared by the company and varies by month of issue for new issues The range for the MGSV Accumulation Interest Rate is subject to a floating minimum rate between 1% and 3%. Once determined, the rate is set for the life of the contract. The MGSV Accumulation interest rate may be equal to or greater than the non forfeiture rate. Once

	determined the rate is set for the life of the contract. The rate is not re-determined.
Initial Premium Vesting Bonus Allocation	John Doe Information the minimum premium that can be allocated to each account value option is \$1000
Index Gain Interest Rate	Item print with One-Year S&P 500 Gain Interest Annual Point-to-Point. Rate has a minimum of 1%.
Fixed Interest Option's Effective Annual Interest Rate and applicable period	Fixed Interest Option's Effective Annual Interest Rate is declared by the company on new issues; subject to a floating minimum rate of between 1% and 3%.The effective annual interest rate is guaranteed for the period shown on the contract information page.
Guaranteed Minimum Effective Annual Interest Rate	The MGSV Accumulation Interest Rate is declared by the company and varies by month of issue for new issues The range for the MGSV Accumulation Interest Rate is subject to a floating minimum rate between 1% and 3%. Once determined, the rate is set for the life of the contract. The MGSV Accumulation interest rate may be equal to or greater than the non forfeiture rate. Once determined the rate is set for the life of the contract. The rate is not re-determined.
Enhanced Guaranteed Minimum Withdrawal Benefit/ Guaranteed Minimum Withdrawal Benefit Rider	<p>If the optional Enhanced Guaranteed Minimum Withdrawal Benefit or Guaranteed Minimum Withdrawal Benefit Rider are offered, the following will print:</p> <p>The Income Base is the greater of initial premium plus X% bonus and premium accumulating for a period up to Y years or until the Withdrawal Period begins at a rate of Z% compound interest,</p> <p>Where: X will never be less than 3% Y is a range of 1-20 years Z will never be less than 3%</p> <p>Enhanced Guaranteed Withdrawal Percentages and Guaranteed Withdrawal Percentages can vary between 3-10% and is based on the annuitant or joint annuitant's age as shown on the information page but may change in the future.</p> <p>Enhanced Multiplier has a range of 100%-300%</p> <p>Rider Payments reduce the vested account value: this statement will only appear if EGMWB or GMWB rider is chosen</p> <p>Once issued this information is fixed for the life of the Contract.</p>
Enhanced Guaranteed Minimum Death Benefit/ Guaranteed Minimum Death Benefit Rider	<p>If the optional Enhanced Guaranteed Minimum Death Benefit or Guaranteed Minimum Death Benefit Rider are offered, the following will print:</p> <p>Initial premium plus premium bonus growing, up to Y years or until age 85 at a rate of W % simple interest.</p> <p>Enhanced Guaranteed Minimum Death Benefit Rider (EGMDB): Initial premium plus premium bonus growing, up to Y years or until age 85, at a rate of W% simple interest; or The greater of initial premium plus X% bonus and premium accumulating for a period up to Y years or until the Withdrawal Period under the (EGMWB) begins at a rate of Z% compound interest.</p>

	<p>Where: W will never be less than 3% X will never be less than 3% Y is a range of 1-20 years Z will never be less than 3%</p> <p>Once issued this information is fixed for the life of the Contract.</p>
Rider Charges	<p>Will only appear if the rider is chosen. The charge is determined by the company and can vary between 0 bps to 100bps and is deducted annually from the account value.</p> <p>Once issued this information is fixed for the life of the Contract.</p>
Surrender Charge Period/ Surrender Charge Scale	<p>The information page displays the maximum surrender charge scale for which we are seeking approval.</p> <p>The page number displays a variable code following the root form number, i.e. [14.75-14M]. The 14.75 indicates the initial surrender charge rate of 14.75%; the 14 indicates the number of years the surrender charges will be assessed; and the M is used as an identifier which relates to the surrender charge sequence.</p> <p>Once issued this information is fixed for the life of the Contract.</p>
Vesting Schedule	<p>The vesting schedule will print when the vesting bonus rider is attached.</p> <p>The number of years and the percentage of the initial premium bonus that vests per year. Currently A% per year to the end of the B year vesting period.</p> <p>Where A has a range of 1% in the first year to 100% in the last year. B has a range of 1-25 years</p> <p>Once issued this information is fixed for the life of the Contract.</p>
Statement following Vesting Schedule Table	<p>This statement will print when the vesting bonus rider is attached and the vesting schedule prints.</p> <p>An initial premium bonus of [C%] is credited to the initial premium at issue. The Bonus Account Value vests according to the above vesting schedule. At the end of the vesting period, the Bonus Account Value is fully vested.</p> <p>C has a range of 0%- 25.00%.</p> <p>Once issued this information is fixed for the life of the Contract.</p>
Riders and Endorsements Attached	<p>Optional riders that may appear on Policy Information:</p> <p>One-Year S&P 500 Annual Point to Point Equity Index Option Rider Two-Year S&P 500 Point-to-Point Equity Index Option Rider Three-Year S&P 500 Point-to-Point Equity Index Option Rider One-Year S&P 500 Monthly Average Equity Index Option Rider Two-Year S&P 500 Monthly Average Equity Index Option Rider One-Year S&P 500 Monthly Point-to-Point Equity Index Option Rider One Year S&P 500 Gain Interest Annual Point to Point Equity Index Option Rider Home Health Care Rider Free Surrender Partial Withdrawals Guaranteed Minimum Withdrawal Benefit Rider Enhanced Guaranteed Minimum Withdrawal Benefit Rider Guaranteed Minimum Death Benefit Rider Enhanced Guaranteed Minimum Death Benefit Rider Death of Owner Rider</p>

	Nursing Home Rider Unemployment Rider Terminal Illness Rider Partial Withdrawals Without Surrender Charges Tax –Sheltered Annuity Rider Individual Retirement Annuity Rider Roth Individual Retirement Annuity Rider
Table of Guaranteed Monthly Values	Currently shown as the sex-distinct values and can change to blended table as required by state law.